

# REQUEST FOR PROPOSALS

**CITY OF MARIETTA JULY 4, 2016 FIREWORKS**

**RFP-16-037957**



**CITY OF MARIETTA  
PURCHASING DEPARTMENT  
205 Lawrence Street  
Marietta, Georgia  
30060**

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CITY OF MARIETTA JULY 4, 2016 FIREWORKS**

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# **INSTRUCTIONS TO PROPOSERS FOR INVITATION FOR PROPOSALS**

## **ARTICLE 1 TIME AND DATE DUE**

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Tuesday, September 29, 2015 for the following:

### **CITY OF MARIETTA JULY 4, 2016 FIREWORKS RFP-16-037957**

All proposal requirements shall be in accordance with Requirements and Instructions (Pages RI-1 – RI-2) and attached hereto.

## **ARTICLE 2 OPENING LOCATION & TIME**

Names of vendors submitting proposals shall be read at 11:00 A.M., Tuesday, September 29, 2015 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

## **ARTICLE 3 DELIVERY REQUIREMENTS**

Any proposals received after the stated time and date shall not be considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense.

## **ARTICLE 4 CLARIFICATION & ADDENDA**

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same, however, it shall be the responsibility of each proposer prior to submitting their proposal to contact the City of Marietta, Purchasing Department at (770) 794-5697 to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE IN ITS PROPOSAL ALL ADDENDA RECEIVED.

**ARTICLE 5 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS**

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a proposer whose proposal is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a proposal has been accepted or that no award of said proposal shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

**ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE**

The proposer shall provide appropriate proof of an Occupational Tax license

**ARTICLE 7 SEALED & MARKED**

**FIVE SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED  
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR PROPOSAL  
NO. RFP-16-037957  
July 4, 2016 Fireworks**

and addressed to:

**City of Marietta, Purchasing Department  
205 Lawrence Street  
Marietta, Georgia 30060  
Attention: Shelly Drewry**

## **ARTICLE 8 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

## **ARTICLE 9 PROPOSAL EXPENSES**

All expenses for making proposals to the City are to be borne by the proposer.

## **ARTICLE 10 IRREVOCABLE OFFER**

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

## **ARTICLE 11 RESERVED RIGHTS**

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance.

Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

#### **ARTICLE 12 APPLICABLE LAWS**

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

#### **ARTICLE 13 CODE OF ETHICS**

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

#### **ARTICLE 14 COLLUSION**

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 14.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 14.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;

14.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and

14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

#### **ARTICLE 15 CONTRACT FORMS**

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

#### **ARTICLE 16 NOTICE OF ACCEPTANCE**

Owner shall notify the successful proposer of its acceptance of the proposal by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such proposer as stated in the proposal. Unsuccessful proposers shall be notified first-class mail.

#### **ARTICLE 17 PROPOSAL FORMS, VARIANCES, ALTERNATES**

Proposals shall be submitted on attached City forms. **PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

#### **ARTICLE 18 DISCOUNTS**

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

## **ARTICLE 19 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

## **ARTICLE 20 TAXES**

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

## **ARTICLE 21 USE OF TRADE NAMES**

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a through evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

## **ARTICLE 22 REGULATIONS, CODES AND STANDARDS**

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the proposal.

## **ARTICLE 23 AUTHORIZED PRODUCTION REPRESENTATION**

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.



## **ARTICLE. 24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

## **ARTICLE 25 DRUG FREE WORKPLACE**

The City of Marietta is a DRUG FREE WORKPLACE. It is strongly suggested that the attached Drug Free Workplace Form (Exhibit A) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

## **ARTICLE 26 PROPOSAL GUARANTEE**

The City of Marietta shall request the following for proposals in excess of Forty Thousand Dollars (\$40,000.00).

### **26.1 PROPOSAL BOND (NOT REQUIRED FOR THIS PROPOSAL)**

Each proposal shall include a proposal bond or cashier's check in the amount of five percent (5%) of the total proposal amount as guarantee that the proposer shall not withdraw the proposal for 60 days after the scheduled proposal opening. If awarded the contract, proposers shall enter a written agreement with the City of Marietta in accordance with the proposal. Proposal guarantee shall be returned after the City and the accepted proposer have executed the contract agreement. Checks to be made payable to: The City of Marietta

### **26.2 PERFORMANCE BOND (NOT REQUIRED FOR THIS PROPOSAL)**

Upon execution and delivery of the contract, the proposer shall furnish the City performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

## **ARTICLE 27 CONFIRMATION ON PROPOSALS**

PROPOSERS INTERESTED IN RECEIVING A COPY OF THE PROPOSAL TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR PROPOSAL. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.

## **ARTICLE 28 INSURANCE, INDEMNIFICATION, AND LIABILITY**

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions:

### **A. INSURANCE**

#### **Liability-Comprehensive, General**

- |    |                        |  |
|----|------------------------|--|
| 1. | <b>Bodily Injury</b>   | <b>Three million dollars each occurrence</b> |
| 2. | <b>Property Damage</b> | <b>Three Million dollars each occurrence</b> |

#### **Liability-Premises Operations**

- |    |                        |  |
|----|------------------------|--|
| 1. | <b>Bodily Injury</b>   | <b>Three million dollars each occurrence</b> |
| 2. | <b>Property Damage</b> | <b>Three Million dollars each occurrence</b> |

#### **Liability-Products Completed Operations**

- |    |                        |  |
|----|------------------------|--|
| 1. | <b>Bodily Injury</b>   | <b>Three million dollars each occurrence</b> |
| 2. | <b>Property Damage</b> | <b>Three Million dollars each occurrence</b> |

#### **Liability-Automotive**

- |    |                        |  |
|----|------------------------|--|
| 1. | <b>Bodily Injury</b>   | <b>One million dollars each occurrence</b> |
| 2. | <b>Property Damage</b> | <b>One Million dollars each occurrence</b> |

#### **Workers Compensation and Employers Liability**

Statutory limits as required by the Labor Code of the State of Georgia and Employers Liability Insurance.

### **B. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

### **C. LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

## EXHIBIT 1

### Drug Free Work Place Certification

**Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

---

**COMPANY NAME**

---

**AUTHORIZED SIGNATURE**

**EXHIBIT B**  
**ALTERATIONS /EXCEPTIONS**

**SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED**

## **REQUIREMENTS AND INFORMATION FOR PRESENTATION OF FIREWORKS**

The City of Marietta will be staging a fireworks production to be conducted at the First United Methodist Church parking lot on July 4, 2016 at approximately 9:30 P.M. and will last approximately 20 minutes. Should a weather delay be necessary, a rain date will be chosen by mutual agreement between both parties.

The City of Marietta has budgeted \$15,000.00 for next year's display and is requesting interested parties to provide a proposal for furnishing all services including permits related to staging a fireworks presentation.

It is the intent of the City of Marietta to award a one (1) year contract for providing fireworks with two (2) one-year options to extend for the same show at the same price in the same location. The terms and conditions for the fireworks contract shall be in accordance with the attached document entitled "Contract for Fireworks". In the event that no rain date is set, the show shall be transferred to the following year, and the renewal years shall be extended accordingly.

Each company is to provide a proposal consisting of the following minimum information.

1. Number of shells to be provided
2. Price breakdown per shell
3. Size of the shells - not to exceed five (5) inches and shall be fired electronically or buried steel mortars
  - a. 3" shells shall be fired by using 30" tall mortars
4. Origin of Manufacture ( i.e. Chinese, German)
5. Name of the shell and display characteristic
6. Provide the time duration between each shot.
7. A written statement as to what is included in the opening and closing segments.
8. Name of individuals who will perform the shoot and their number of years experience in handling and shooting the fireworks.
9. Minimum of three (3) references, their contact person and telephone number.
10. Number of years that Company has been in the fireworks display business.

11. List any litigation, including Personal and Property, involving your company in the last five (5) years.
12. List number of fireworks displays fired in 2015 totaling over fifteen thousand (\$15,000) dollars.

The proposal must identify and include a “turnkey” production which shall include, but not be limited to, all costs, labor, materials, shipping, clean up, any and all permits required by the Police, Local, County and State Governments, and insurance required to stage the fireworks presentation. The fireworks presentation must meet NFPA 1123 Code for the Outdoor Displays of Fireworks, latest edition.

The successful proposer shall be required to work and communicate with a representative of the City of Marietta.

The decision of the award shall be based on what the City of Marietta views to be the best overall production based on the dollar budget. Areas of the evaluation that will be the basis of award shall include, but not be limited to, types of fireworks being fired, origin of manufacture, insurance package, experience of technician and company, firing rate (shells per second) financial responsibility of the vendor, proven skill and experiences, facilities for performing the contract, previous satisfactory performance, and creativity.

## **EXHIBIT D**

### **SAMPLE ONLY - ONLY THE SUCCESSFUL VENDOR SHALL BE REQUIRED TO COMPLETE THIS CONTRACT**

#### **CONTRACT FOR FIREWORKS**

**THIS CONTRACT AND AGREEMENT**, for the sale and display of fireworks made and concluded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, herein referred to as Contractor, and City of Marietta, Georgia, herein referred to as City.

**WITNESSED:** For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.

- I. The Contractor agrees to sell, furnish and deliver unto the City, Fireworks to be exhibited in accordance with programs detailed in Contractor's proposal dated \_\_\_\_\_ attached hereto and incorporated herein for a total of fifteen thousand dollars and no cents (\$15,000.00), including the special opening barrage segment free of charge. The contract shall begin the date of the contract award and run for one year beginning \_\_\_\_\_ and continuing through \_\_\_\_\_ with an option to extend the contract period by mutual agreement between the Purchaser and the Seller, for three (3) additional one-year periods.
- II. The City agrees to procure and furnish a suitable place to display the said fireworks on July 4, 2016 with a rain date set for July 5, 2016, provided the weather permits a display. It is agreed and understood by the parties hereto that in the event the Fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.
- III. Furthermore, it being mutually understood and agreed that should inclement weather prevent the giving of said display on said dates a meeting of the parties will be held to discuss the postponement dates. Parties agree that there will be no extra compensation for postponement due to inclement weather.
- IV. The Contractor agrees to furnish unto the City one or more trained personnel to present the said display, all such personnel to be the agent or servant of the party

of the second part, only for providing instructions and directions to the party of the first part.

- V. The Contractor shall provide spotters (two to three additional) to be stationed around the perimeter to monitor fall out and to notify shooter of fall-out outside secured area. Shooter shall make any necessary adjustments to the racks to eliminate fall-out outside the designated fall-out area.
- VI. The Contractor shall restrict all unauthorized personnel from the shoot site area.
- VII. The Contractor shall notify the fire marshal when the staff with the fireworks has arrived on site.
- VIII. The Contractor shall secure any and all, Police, Local, County and State governmental Permits and licenses.
- IX. The Contractor shall perform the fireworks display in accordance with NFPA 1123, Code for the Outdoor Display of Fireworks, latest edition.
  - A. The body of the show shall not contain shells smaller than 4" diameter. Special emphasis shall be made to purchase higher altitude shells to maintain fall-out within the designated secured area.
- X. The Contractor shall furnish a secure and dry shelter for storage of fireworks and materials. Any damage or loss resulting from the failure of The Contractor to do so shall be borne solely by the Contractor and agrees to make no claim against the City for such damage or loss.
- XI. The Contractor shall be required to work and communicate with a representative of the City of Marietta. The Contractor shall abide and follow the City's rules and regulations as it pertains to time availability, set-up and clean up after the shoot.
- XII. The City shall furnish ample police protection for the Contractor for the protection of its property and the firing of the exhibition without interference from the public.
- XIII. The City shall furnish and set up restraining lines in compliance to all rules, orders, and regulations of the National Fire Protection Association.
- XIV. Prior to, during and immediately following the display, the City shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines.



- XV.** Following the display the Contractor shall be solely responsible for ALL cleanup and policing of the display area including, but not limited to, the removal of all unexploded fireworks, removal of frames, sets and lumber, and the refilling of holes. The Contractor shall notify the City of any unexploded fireworks
- XVI.** The City agrees to pay onto the party of the first part, the sum of fifteen thousand dollars and no cents (\$15,000.00) (shall include a special opening barrage segment free of charge), for the said fireworks. Payments to be made as follows, fifty percent (50%) at signing of agreement and balance of contract after display.
- XVII.** All payments shall be made by Draft or Certified Check payable to the order of \_\_\_\_\_ unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents without written authority.
- XVIII.** This contract shall not be construed to create a partnership between the parties or person mentioned herein.
- XIX.** In the event of fire, strikes, delay, flood, act of God or other causes beyond the control of the Contractor which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.
- XX.** The Contractor agrees to defend, indemnify and hold harmless the City and First United Methodist Church, their agents, representatives, and employees of and from any and all claims of any nature whatsoever arising out of or in any way claimed to be connected with the performance of this contract, and regardless of which claim, demand, damage, loss of expense is caused in whole, or in part, by the negligence of the Contractor or by its agents, servants and employee or factors of any of them.
- XXI.** The Contractor agrees to provide automotive and general liability insurance coverage in accordance with minimum insurance requirements, listed below, with a company which is licensed to do business in the State of Georgia, and has a Best's Rating not less than A.
- A. Liability-Comprehensive, General
1. Bodily Injury Three million dollars each occurrence
2. Property Damage Three Million dollars each occurrence
- B. Liability-Premises Operations
1. Bodily Injury Three million dollars each occurrence
2. Property Damage Three Million dollars each occurrence

- C.    Liability-Products Completed Operations
  - 1.     Bodily Injury           Three million dollars each occurrence
  - 2.     Property Damage    Three Million dollars each occurrence
  
- D.    Liability-Automotive
  - 1.     Bodily Injury           One million dollars each occurrence
  - 2.     Property Damage    One Million dollars each occurrence
  
- E.    Workers Compensation and Employers Liability  
      Statutory limits as required by the Labor Code of the State of  
      Georgia and Employers Liability Insurance.

The Owner and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

**IN WITNESS WHEREOF** we have executed the agreement on the date written below.

Owner: City of Marietta

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

Approved:

\_\_\_\_\_  
Title

\_\_\_\_\_  
William F. Bruton, Jr.  
City Manager

\_\_\_\_\_  
Witness

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yvonne Williams  
City Clerk